



Description	: AGREEMENT OR MEMORANDUM OF AN AGREEMENT - 5(ccc)
First Party	: IMRAN SHARIF CONSTRUCTOR [11111-0000000-0]
Second Party	: MUNICIPAL CORPORATION KAMOKI [11110-0000000-0]
Agent	: MUHAMMAD IRFAN [34101-7995146-5]
Stamp Duty Paid by	: MUNICIPAL CORPORATION KAMOKI [11110-0000000-0]
Issue Date	: 16-Feb-2023, 10:51:59 AM
Paid Through Challan	: 20238E419F37BD75
Amount in Words	: Ten Thousand Rupees Only

Please Write Below This Line

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the 27-02-2023 between **Municipal Committee Kamoke** (hereafter called the "Employer") of the one part and **M/S Imran Sharif** (hereafter called the "Contractor") of the other part.

WHEREAS the Employer is desirous that certain Works, viz **Construction of (SWM) Parking Area in Kamoke City** amounting to **53880377/-** (Rupees Five Crore, Thirty Eight Lac, Eighty Thousands, Three Hundred & Seventy Seven only) should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

The following documents after incorporating addenda / Clarification as agreed or otherwise, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Contract, viz:

- (a) The Contract Agreement;
- (b) The Letter of Acceptance;
- (c) The completed Form of Bid;
- (d) Special Stipulations (Appendix-A to Bid);
- (e) The Particular Conditions of Contract – Part II;
- (f) The General Conditions – Part I;
- (g) The priced Bill of Quantities (Appendix-D to Bid);
- (h) The completed Appendices to Bid (B, C, E to O);
- (i) The Drawings;
- (j) The Specifications.



E-STAMP
CONTINUATION SHEET

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.

The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contractor
Sharif Contractor
Kot Khawan Mani Kamold
Distt. Gujranwala.
Cell: 0300-0345-7444469

Chief Officer
Municipal Committee
Kamoke

Signature of the Employer

Witness:

IRFAN Mughal.
office manager.

Witness:

27/2/23
Municipal Officer (I&S)
Municipal Committee
Kamoke

16.1 Contractor's Employees

The following text is added as the last paragraph of this clause:

The Contractor shall appoint regular whole time at least following technical staff for proper execution / management of works. The staff shall be mobilized at site within 20 days after the date of issuance of letter of acceptance or before the date of commencement of work at site, whichever is the earlier.

The Contractor will ensure the presence of his staff at site. In case contractor fails to appoint full time Project Manager at site, a penalty of PKR 100,000 will be imposed on monthly basis and in case contractor fails to appoint full time other supporting staff mentioned above (other than Project Manager) at site, a penalty of Rs. 50,000/- will be imposed on monthly basis. Every IPC of the Works will be duly signed by the Project Manager of the Contractor approved by the Engineer in Charge on the recommendations of Supervision Consultants. No IPC will be entertained without forwarding by the Project Manager of the Contracting Firm.

The following Sub-Clauses 16.3 and 16.4 are added:

16.3 Language Ability of Superintending Staff of Contractor

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staff are not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

16.4 Employment of Local Personnel

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan. ***Hiring of women and transgender in project construction will be encouraged***

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 Safety Precautions

In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose. The environmental health and safety SOPs are also attached with this bidding document as **Annexure-1** and it is a binding on the contractor to follow these SOPs failing which he would be fined with an amount of Rs. 100,000/- per month for the non-compliance and the amount would be deducted by the Engineer/Employer from the monies due or to become due to the Contractor, or recover the same as a debt due from the Contractor. However, this penalty will not relieve contractor from his duties and obligations.


Chief Officer
Municipal Committee
Kamoke


Municipal Officer (I&S)
Municipal Committee
Kamoke


Imran Sharif Constructor
Kot Khowan Mall Teh. Kamoki
Distt. Gujranwala.
Call: 0300-0345-744469

SPECIAL STIPULATIONS**Clause****Conditions of Contract**

1.	Amount of Performance Security	10.1	The Performance Security shall be 10% of Contract Amount mentioned in the Letter of Acceptance on the prescribed form [PS-1] in the shape of Bank Guarantee from any Scheduled Bank in Pakistan in favor of the Employer.
2.	Time for Furnishing Work Programme	14.1	Within 14 days from the date of receipt of Letter of Acceptance.
3.	Minimum amount of ThirdParty Insurance	23.2	The amount of insurance taken out by the Contractor per occurrence with number of occurrences unlimited shall be as follows: a. Bodily injury (any one person) PKR 0.5 (Half) Million (Max) b. Fatal Case (any one person) PKR 01 (one) million (Minimum) c. Property Damages Depending upon nature of loss (100% of the Damage)
4.	Time for Commencement	41.1	It will be from date of signing of Contract Agreement.
5.	Time for Completion	43.1, 48.2	06 Months from the date of Commencement of the Project.
6.	a) Amount of Liquidated Damages	47.1	0.1 % of the Contract Price for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance.
	b) Amount of Bonus for early completion	47.3	Not Applicable
8.	Defects Liability Period	49.1	365 days from the effective date of Taking Over Certificate.
9.	Percentage of Retention Money	60.2	05% of the amount of Interim Payment Certificate.
10	Limit of Retention Money	60.2	05% of Contract Price stated in the Letter of Acceptance.
11	Minimum amount of Interim Payment Certificates (Running Bills)	60.2	PKR. Five Million (05 Million) except last two IPCs.
12	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Employer.	60.10	30 days
13	Compensation for delayed payment	60.10	0.05% per day to maximum 1% of delayed payment in case delay in payment not justified.
14	List of material	60.11 60.1(c)	NOT USED
15	Mobilization Advance (Interest Free)	60.12	Not Applicable


Chief Officer
Municipal Committee
Kamoke


Municipal Officer (I&S)
Municipal Committee
Kamoke


Imran Sharif Constructor
Kot Khewan Mall Teh. Kamoki
Distt. Gujranwala.
Cell: 0300-0345-7444469

16	Environment, Health & Safety	34.5	Contractor will be bound to comply the Environmental & Social Mitigation Plan and Environmental Health Safety SOPs for Labor/Construction Workers including Women Workers to fulfill E&S safeguards compliance, otherwise 1 % of contractual amount will be forfeited upon Engineer's report from last IPC.
----	------------------------------	------	---


Chief Officer
Municipal Committee
Kamoke


Municipal Officer (I&S)
Municipal Committee
Kamoke


Imran Sherif Constructor
Kot Khewan Mall Teh. Kamoki
Distt. Gujranwala.
Cell: 0300-0345-744469



OFFICE OF THE MUNICIPAL COMMITTEE
KAMOKE DISTRICT GUJRANWALA

Ph:055-6811542/6810524, Fax:055-6814136

E-mail: tma_kmk@yahoo.com

E-mail: mckamoki@gmail.com

No.MC (KMKY) -140

Dated: 13.../02.../2023

To

M/S Imran Sharif & Co.

Govt. Constructor,

Sui Gas Road, Mohalla Bilal Town Street # 4,

Gujranwala (0300-7444469)

Subject: **LETTER OF ACCEPTANCE/AWARD FOR PCP SUB PROJECT**
"CONSTRUCTION OF (SWM) PAVING AREA IN KAMOKE CITY."

1. This is with reference to your bid submitted on 21-12-2022 for a PCP Sub Project "Construction of (SWM) Parking Area in Kamoke City".
2. Being technical & financial responsive bidder, M/S Imran Sharif, Govt. Constructor has been declared as "**Successful Bidder**" for PCP Sub Project "Construction of (SWM) Parking Area in Kamoke City".
3. Municipal Committee Kamoke is hereby accepted the bid of your Firm as per following details:

Description of Work	Bid Price (Pak Rupees)	Work Period
Construction of (SWM) Parking Area in Kamoke City	Rs.5,38,80,377/- (Rupees Five Crore, Thirty Eight Lac, Eighty Thousands, Three Hundred & Seventy Seven only)	06-Months

4. The total bid price (hereinafter referred to as "Total Contract Price" shall be governed for the completion of the entire work related to the project, as per terms & conditions set forth in the bidding documents, BOQ, Specifications, Drawings, addendums and the contract of the subject project.
5. Performance Guarantee @ 10% of the total contract price amounting to **Rs.53,88,038/-** (Rupees Fifty Three Lac, Eighty Eight Thousand & Thirty Eight only) shall be submitted by the Firm in shape of Bank Guarantee in favour of M.C. Kamoke for a period of Six (06) Months. The performance guarantee shall be submitted **within 15-days**. The performance guarantee must be issued by a Scheduled Bank operating in Pakistan, as per specimen provided in Bidding Documents.
6. The work shall be carried out by you strictly in accordance with the Scope of work as well as other terms and conditions as given in the bidding documents.

7. The Contract Agreement will be executed on **Rs.10000/-** stamp paper as per specimen provided in bidding documents.
8. If the foregoing are acceptable to you, please sign and return the duplicate copy of this Letter of Award in token of your acceptance and depute your authorized representative to execute a formal contract agreement with Municipal Committee Kamoke at the earliest please.


Municipal Officer (I&S)
M.C. KAMOKE


CHIEF OFFICER
M.C. KAMOKE

Copy for information:

1. The Administrator, District Council Gujranwala.
2. The Municipal Officer (Finance), Municipal Committee Kamoke.
3. The Resident Assistant Director (A&A), Municipal Committee Kamoke
4. The Senior Program Officer (ID), PMDFC, Lahore.
5. The Team Leader, JERS Consultant, Lahore.
6. The Sub Engineer, M.C. Kamoke.

On Behalf of

M/S Imran Sharif

Govt. Constructor

Sui Gas Road, Mohalla Bilal Town,

Street # 4, Gujranwala (0300-7444469)

Received, Agreed & Accepted

Name: -----

Signature: -----

Stamped: -----

Dated: -----